

Direct Award Order Form Template

Direct award Order Form Template

CALL-OFF REFERENCE:	ecm_61026
THE BUYER:	The Department for Environment, Food and Rural Affairs on behalf of the Rural Payments Agency
BUYER ADDRESS:	Nobel House, 17 Smith Square, London, SW1P 3JR
SUPPLIER REFERENCE	RM3808-Lot 4-Maintel-0074708
THE SUPPLIER:	Maintel Europe Limited
SUPPLIER ADDRESS:	160 Blackfriars Road, London SE1 8EZ
REGISTRATION NUMBER:	2665837
DUNS NUMBER:	770275246
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24/03/2021 It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 4: Inbound telephony services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3808
3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for ecm_61026
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)

- Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 20
4. CCS Core Terms (version 3.0.5)
 5. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

CALL-OFF START DATE 01/04/21

CALL-OFF EXPIRY DATE 31/03/22

CALL-OFF INITIAL PERIOD 12 Months

CALL-OFF OPTIONAL EXTENSION PERIOD Two (2) Periods of six (6) months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

N/A

CATALOGUE SERVICE OFFER REFERENCE: RM3808-Lot 4-Maintel-0074708

CALL-OFF DELIVERABLES

The British Cattle Movement Service (BCMS) is part of the Rural Payments Agency (RPA) and was established to manage the cattle tracing service (CTS). BCMS is the specialised cattle tracing organisation for Great Britain and is responsible for maintaining a register of births, deaths and movements of cattle in Great Britain. The Supplier shall use a Subcontractor (Eckoh UK Limited), to fully deliver these Services.

Cattle Movement Service The solution will provide an Interacted Voice Response system and supporting tools to automate British Cattle Movement Service Buyer notification of cattle births, movements and on farm deaths.

The solution is characterised with the following capabilities:

Friendly, user focussed interface style – The Subcontractor place the user at the centre of the dialogue design strategy, focussing on the motivation of the caller to use the automated solution and the information they require to use the service successfully. The Subcontractor design the IVR dialogue to ensure the user understands what is required of them and provides increasing levels of assistance if the user does not input data when required. In some instances, the dialogue may auto-adapt over time as users become more proficient and familiar with the service being offered. In all instances the Subcontractor will analyse user behaviour and measure the “success” of each dialogue step. Based on this analysis, dialogue changes (be they structural or simple scripting) will be implemented to maximise user satisfaction and overall success rates.

Combination of touch-tone (Dual Tone Multi Frequency) and speech recognition based input methods – the majority of user input can be accurately captured using DTMF. The Subcontractor

recommend the user of DTMF for all digit based input and propose to employ speech recognition to capture the breed of the cattle.

User validation – the solution can support a range of user validation strategies. Pre-registering as a user of the automated service can provide a level of security when tied to a user's Calling Line Identity. Effectively, a user would register one or more CLI's against a County Parish Holding number and be allocated a PIN. When calling the automated service, if the CLI presented had a single CPH number associated with it then the system would ask the user to enter their PIN. Alternatively if the CLI presented is associated with multiple CPH numbers, the user could be asked to enter the CPH number in full. Other user validation mechanisms can be employed such as provision of the date of birth of the small-holder. The preferred mechanism is largely dictated by the level of security required (as date of birth may not be considered secure enough).

Adaptive personalisation – based on pre-defined criteria, certain aspects of the dialogue will adapt to previous user behaviour. For example, offering the most frequently requested transaction type for a specific user as the 'default' option.

Data validation – relevant user input will be validated to ensure the data submitted adheres to pre-defined business rules. For example, the date of birth for a calf must be in the past or the ear tag number must be twelve digits in length.

Transaction integrity – relevant user input will be validated in real-time against BCMS systems using a Cattle Tracing System web interface. A similar interface can be employed for the submission of confirmed transaction data from the automated service. Alternatively a batch mechanism may be provided. Multiple transactions may be submitted in one call to the automated solution.

All successful transactions will be identified with a unique transaction reference number. This number will be read out to the caller and will be shared between the Subcontractor and Buyers systems.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £89,149.44

CALL-OFF CHARGES

[REDACTED]

Any minutes which exceed 150,000 transactions will be charged at [REDACTED]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

The supplier shall be paid quarterly in advance

BUYER'S INVOICE ADDRESS:

Direct Award Call-Off Order Form
V1.0 12082019

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Senior Category Officer

[REDACTED]
Nobel House 17 Smith Square, London SW1P 3JR

BUYER'S ENVIRONMENTAL POLICY

available online at: <https://www.gov.uk/government/publications/25-year-environment-plan>

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not applicable

QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply. The Buyer accepts that the Supplier's security controls outlined in Appendix 1 are sufficient to meet the requirements of providing a Security Management Plan.

EXIT MANAGEMENT

Eckoh will provide reasonable assistance in the transition of services on termination, such as assisting in the rerouting of calls or providing necessary data as requested by the Customer. Additional support may be agreed between the parties.

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

SERVICE SUPPORT SCHEDULE

Fault Reporting

Buyer will report any faults to the Subcontractor's Support Centre via telephone or email:

24x7 Technical support desk no: 08000 0224240
Technical support email address: support@eckoh.com

The Subcontractor will log the fault into the Subcontractor fault reporting system, and assign a call reference number to the Buyer. That number will be used to track the matter pending resolution. The Support Centre will also contact and liaise with the relevant technical staff within the Subcontractor to ensure that any reported fault is responded to, resolved or escalated within agreed timescales.

Fault Logging

In order to manage the fault rectification effectively Buyer will be required to provide information relevant to the fault, including:

Name of person reporting fault
Your company name
Your contact phone number and email address
Service or application affected
Access number
Description of the fault

Faults are any feature or failure of the Service which does not meet the technical requirements within the Call off Contract or fails to perform the Services to any agreed specification.

Fault Response

All faults and issues found shall be tracked and assigned a severity level. Typically faults are classified in to three levels as follows (percentages as measured over the entire Service for any given period of 1 hour):

Error Severity	Initial Response Goal	Target Fix Time	Activity	Resolution Method
Serious (24/7 Support)	1 hours	4 hours	continuous effort	patch/ work around
Service Affecting	4 Business Hours	8 Business Hours	continuous during Business Hours	patch/ work around

Minor	48 Business Hours	3 months	as required	as needed
-------	-------------------	----------	-------------	-----------

“**Business Hours**” are 0900-1800 GMT, Monday to Friday excluding UK Public Holidays.

“**Serious**” faults affect over 10% of Calls at any time and cause the absence of a significant function of the service. Examples include, without limitation, the loss of payment functions, the loss of DTMF functions, the loss of the entire Service.

“**Service Affecting**” faults affect over 1% of Calls at any time and cause the absence of a significant function of the Service as provided in the definition of Serious faults above.

“**Minor**” faults always affect less than 1% of Calls or affect more Calls but do not cause the absence of any significant function of the service – that is, affected Calls can still progress to obtain the relevant information in the normal way.

The support person will agree a timeframe for keeping Buyer informed of progress per the table shown below.

Fault Resolution

Once a fault has been resolved and tested, Buyer will be informed that the service has resumed correct operation.

Fault Closure

Buyer reported faults will only be closed with Buyer agreement.

Fault Investigation

Where appropriate, fault information will be passed to the Subcontractor Technical Service Manager who will liaise with Buyer and assess whether any changes need to be made to the IVR platform configuration or software components.

Escalation Process

All faults are logged, assigned a priority, and subject to the following internal escalation procedure.

1st level	2nd level	3rd level	4th level
Service Delivery Manager	Head of Account Management	Operations Director	CEO

If at any point Buyer feels that the problem is not being managed in a satisfactory manner, they may choose to escalate the issue in accordance with the following table.

Title	Name	Phone Number	Email	Mobile
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Change Control - Customer initiated 'Requests for Change'

During the term of this Call off Contract, changes to the configuration of the Service may be requested by the Buyer. Any such requests will be managed in accordance with the process described below.

Any changes requested by Buyer will initially be requested through the Subcontractor Account Manager. Upon receipt of a Change Request from Buyer, the Subcontractor will investigate the likely impact of the requested change upon the Services and charges and shall, within 5 Working Days, submit to Buyer an impact statement ("Impact Statement").

This will set out:

- The title, date and full details of the proposed change;
- The Party originating the change and the anticipated date of when the potential change is to occur;
- The reason for the change;

- A detailed breakdown of any charge including provision for the review of any ongoing costs for the continuing provision of any part of the products or services;
- A timetable for implementation together with any proposals for acceptance of the change;
- The anticipated impact, if any, on the Services or on other aspects of the contract as may be appropriate;
- The date of expiry of validity of the Impact Statement;

Buyer may then agree or decline to proceed with the change on the basis of the Impact Statement.

For all chargeable changes, Buyer must place a Purchase Order with Supplier prior to the Subcontractor commencing any work on the delivering the change.

Account Management & Service Review Meetings

The Account Management service the Subcontractor provides includes:

- Acting as a central point of contact to co-ordinate all service and support activities;
- Reporting MIS (monthly)
- Change management requests
- Order / invoice handling

In addition to this monthly reporting, quarterly review calls and annual service level review meetings will be attended by relevant Supplier, Subcontractor and Buyer personnel.

The purpose of these meetings is to:

- Review results as shown in the monthly reports.
- Present any proposed improvement plans regarding any recent incidents
- Review and accept or reject the proposed improvement changes proposed by the Subcontractor
- Analysis of trends and overall Service performance
- Review to ensure Service continues to meet Buyer business requirements
- Proactive suggestions for Service improvement and enhancements

Supported Browsers

As of June 2016 the documented supported browsers are:

Google Chrome	= At least Version 30-32
Google Android OS	= At least V5.0 - 5.0.2
Mozilla Firefox	= At least 27–33 ESR 31.0–31.2
Microsoft IE	= At least 11
Opera	= 12.18
Apple Safari	= 7

The aforementioned list of supported browsers will be updated through the life of this Call Off Contract and the Buyer shall be responsible for any future updates that are necessary to continue to support secure transmission. The Supplier and Subcontractor shall not be found liable to the extent Buyer has failed to implement necessary updates to a relevant browser.

SUPPLIER'S AUTHORISED REPRESENTATIVE

██████████
Senior Category Officer

████████████████████
Nobel House 17 Smith Square, London SW1P 3JR

SUPPLIER'S CONTRACT MANAGER

██████████
Account Manager

████████████████████
160 Blackfriars Road, London, SE1 8EZ

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Bi-annually (to be arranged)

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Eckoh UK Limited (reg no: 02796531)

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	████████████████████	Signature:	████████████████████
Name:	████████████████████	Name:	████████████████████
Role:	CFO	Role:	Category Lead
Date:	29/04/21	Date:	27/04/21

ANNEX 1 – SECURITY REQUIREMENTS

The Supplier shall, and shall procure that:

its Key Subcontractor and any of its subcontractors who provide the Deliverables (or any part of them) shall, provide the Deliverables under the Contract in accordance and compliance with the following Government security frameworks and policies; and any Supplier system which holds any protectively marked Government data will comply with the following:

- the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and
the Government Security Classification Policy:
<https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and
Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and

the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

The Supplier shall, and shall procure that its Key Subcontractor shall, provide the Deliverables under the Contract in accordance and compliance with the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>.

The Supplier shall, and shall procure that its Key Subcontractor and any of its subcontractors who provide the Deliverables (or any part of them) shall, be certified as compliant with ISO/IEC 27001:2013 and maintain such certification throughout the Call-Off Contract Period. Evidence of such certification and statements of applicability shall be provided to the Buyer on request.

The Supplier shall, and shall procure that its Key Subcontractor shall, be certified as compliant with Cyber Essentials [Plus] and shall maintain such certification of compliance throughout the Call-Off Contract Period. Evidence of such certification shall be provided to the Buyer upon request.